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## GENERAL TERMS AND CONDITIONS

### for the Qorpo World service and website (<https://qorpo.world>)

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#### 1. INTRODUCTORY PROVISIONS

1. The subject-matter of these General Terms and Conditions for the use of the CyberTrade services (the “GTCs”) is the regulation of mutual rights and obligations related to the use of the Services provided by the Operator, which is **QORPO STUDIO MARKETING MANAGEMENT**, Parklane Tower, Office 3205 Business Bay, Dubai, License no.: 1013381.
2. As a Consumer, you agree to these GTCs and the Privacy Policy published on the Website as valid at the time of conclusion of the Agreement, by confirming your will to be bound by their provisions through the function designated to that end, prior to beginning to use the Services.
3. Any legal relationships not explicitly provided for by these GTCs shall be governed by the applicable Federal Laws of the United Arab Emirates (UAE), unless stipulated otherwise.

#### 2. INTERPRETATION

1. **Operator** means QORPO STUDIO MARKETING MANAGEMENT. The Operator is the owner of the Website through which the Player may conclude an Agreement with the Operator and apply his/her Credit for the use of the Virtual Products and other functionalities of the Website.
2. **Player** means a consumer – natural person who, when concluding and performing the Agreement, does not act within the scope of his/her business, employment or occupation, and who concluded the Agreement with the Operator. The Player is a Party.
3. **Account** means the user interface of the Website set up for the Player by registering. Successful creation of an Account is a prerequisite for further use of the Website Functions.
4. **Virtual Currency Wallet** means a virtual service designed to protect private cryptographic keys on behalf of the owners of the funds credited to it, used to hold, store and transfer the Virtual Currency. For the purposes of applying the Credit, the Player shall link his/her account with his/her own Virtual Currency Wallet, which is provided by a third party, or acquire access to the Virtual Currency Wallet managed by the Operator.
5. **Credit** means the property value stored in the Player’s Virtual Currency Wallet. The amount of the Credit depends on the amount of funds credited to the Virtual Currency Wallet. The Player may apply his/her Credit against the use of the Website Functions.
6. **Virtual Currency** means a digital value medium that is not issued or guaranteed by a central bank or a public authority, is not necessarily linked to a currency established in accordance with the law, and that does not have the legal status of currency or money. The Virtual Currency that is accepted for the purposes of contractual obligations between the Operator and the Player is IOI token.
7. **Virtual Product** means a virtual car or a virtual track that the Player can obtain in exchange for a portion of the value credited to the Credit, in proportion to the price of the Virtual Product specified on the Website. The Virtual Product also represents the so-called NFT (non-fungible token) token, meaning it

can be transferred from the Account on the Website, and the Company is not liable for any losses related to it. The value of the NFT token is determined solely on the market basis.

8. **Competition** means a competition in which the Player participates through the purchased Virtual Product. The conditions for the competition are regulated and described in more detail in the Competitions Statute for the Website, as well as in the conditions for individual competitions available on the Website.
9. **Competitions Statute** means a document attached to these GTCs which specifies the conditions for all Competitions on the Website for all Players who can participate in the Competition thanks to the purchased Virtual Product. The individual Competitions available on the Website may contain more detailed and/or different conditions which that can always be viewed before taking part in the Competition and which thus supplement or change the Competition Statute to the appropriate extent.
10. **Team** means a group of Players created by the Players on the Website for the purpose of increasing the chances of winning the Competition, according to the rules contained in the Competition Statute, as well as for the purpose of increasing the Credit. The Player can join the team for free or for a fee; the entitlement to the Player's bonus Credit is determined by the type of membership in the Team.
11. **Website Functions** means in particular, without limitation, the possibility of obtaining a Virtual Product, the possibility of participating in a Competition and the possibility of setting up a Team.
12. **Investor** means a party who concluded a Project financing agreement / Agreement on the purchase of future tokens, the interests of which overlap with the proper operation of the Operator's Website and services as part of the project under a contract concluded between the Investor and the Operator.
13. **Website** means the website <https://gorpo.world/gorpo-id/>
14. **Data** means, for example, information, records, pictorial recordings, data, communications, instructions or any other information provided when using the Services.
15. **Agreement** means an agreement in electronic form, which usually takes the form of accession to these GTCs and the Privacy Policy, as well any related legal documents, information and instructions for the use of the Services, as amended at the time of their use.  
  
The Agreement is concluded for an indefinite period of time.
16. **Parties** means the Operator and the Player who have concluded the Agreement with each other. Each of them is separately referred to as a Party.

### 3. SUBJECT-MATTER OF THE AGREEMENT AND PROCEDURE FOR CONCLUDING THE AGREEMENT

1. The Operator provides the possibility of creating an Account on its Website. Players who want to take part in the Competitions and use other Website Functions shall register; prior to registration, these GTCs, the Privacy Policy, the Competitions Statute, any other relevant documents for the contractual relationship between the Player and the Operator as well as the rules of use of the Website are made available to the Players.
2. The Website Functions are used by applying the Credit; to acquire the Credit, it is necessary to link the Account with the Virtual Currency Wallet. In order to make it possible for as many Players as possible to use the Website Functions, the Operator provides both the possibility of using the Player's own Virtual Currency Wallet and the Virtual Currency Wallet managed by the Operator.
3. The Player chooses the method of creating the Account according to whether or not he/she needs to gain access to the use of the Virtual Currency Wallet managed by the Operator, as follows:
  - a. creation of an Account via existing Player's accounts on Google and/or Facebook platforms, or by new registration via e-mail address in the case of Players who do not have or are not interested in using their own Virtual Currency Wallet for this purpose;

b. creation of an Account by linking to the Player's existing Virtual Currency Wallet via the Metamask portal, available under the link: <https://metamask.io/>.

Creation of an Account is free of charge.

4. After creating an Account in which access to the Virtual Currency Wallet managed by the Operator will be created for the Player, the Player will also receive a unique code, the so-called "private key". The Player will use the private key when purchasing the Virtual Currency on the Virtual Currency market – after entering the key, the value of the Virtual Currency will be credited to the Player's Virtual Currency Wallet managed by the Operator.

In the event that the Player makes any mistake in the transfer of funds to the Virtual Currency Wallet, as a result of which the funds will not be credited at all or in their total amount, the Operator has the right but not the obligation to correct the transfer, especially but not exclusively if this is technically possible. For such correction is the Operator entitled for a compensation and the Player is obliged to pay a fee in the amount as follows:

- for a transaction up to 100 IOI tokens, a fee of 10% of such transaction,
- for a transaction exceeding 100 IOI tokens but not exceeding the amount of 1000 IOI tokens a fee of 1% of such transaction,
- for a transaction exceeding 1000 IOI tokens a fee of 0.1% of such transaction.

The Operator has the right to arbitrarily satisfy its right to a fee under this point of the GTC if it is technically possible, in particular, but not exclusively, by debiting the Credit in this amount from the Player's Virtual Currency Wallet.

5. After the Player has created an Account and linked it to the Virtual Currency Wallet in which he/she will have the Credit, he/she may apply it against the use of the Website Functions as described in the following clauses. The Player may apply the Credit to the maximum extent being the current balance of funds contained in the Player's Virtual Currency Wallet, which can be considered a Credit according to these GTCs.

#### PURCHASING A VIRTUAL PRODUCT

6. There is an offer of so-called "Virtual Products" published on the Website available to the Player. These are virtual cars and tracks, in various designs, the specification and main features of which, together with the price, are included in their detailed description made available to the Players prior to their purchase. If the Virtual Product does not have a fixed price and the price depends on the will of the Player, he/she is informed about the method of its determination in advance.
7. For the purposes of these GTCs, the purchase of the Virtual Product means the application of the Player's Credit in the amount that is proportional to the price of the Virtual Product. The Player will purchase the Virtual Product by selecting it and then pressing the "Apply Credit" button, whereby the Player, as a consumer, understands that by pressing the button, a proportional part of the Credit will be deducted from his/her Virtual Currency Wallet.
8. Having the Virtual Product, the Player may take part in the Competitions, and its ownership itself also generates another Credit. The Player acquires Credit for the ownership of the Virtual Product in the amount and at intervals according to the rules set out in the document named "Credit System" attached to these GTCs (the "Credit System"). The Operator may modify the Credit generation rules at any time, of which it will inform the Player at least 5 (in words: five) days before the change takes effect. In such a case, the new rules shall apply to the Credit generated after the change takes effect.
9. Any Credit generated in accordance with clause 3.8 of the GTCs will be credited to the Player's Virtual Currency Wallet always after the exercise of the relevant claim, except for the Affiliate Reward, which will always be credited on the next Monday.

10. Due to its nature of being the so-called NFT token, the Virtual Product can be sold or exchanged for cash or another property value. The Player is able to do so through third parties designated for this purpose, such as the Arkane Market portal available under: <https://arkane.market/search>.

#### **PARTICIPATION IN COMPETITIONS**

11. With his/her Virtual Product, the Player can participate in the Competitions currently offered by the Operator. Within this offer, the Player is informed about the essence of the Competition, what are his/her chances of winning, what are the conditions of the Competition and other relevant information that he/she needs to know about the specific type of the Competition. The Competition Statute is also a Schedule to these GTCs.
12. The win in the Competition is a certain amount of the Credit that will be credited to the Player's current Credit balance in the Virtual Currency Wallet immediately after the end of the Competition.

#### **SPECIAL PROVISIONS**

13. The Player and the Operator conclude a contractual relationship at the moment of creating an Account on the Operator's Website. The subject-matter of the Agreement is the creation of an Account on the Website, the establishment or linking of the Player's Virtual Currency Wallet as well as the subsequent use of the Website Functions by the Player, at his/her discretion and in accordance with the Operator's rules.
14. The Player confirms that he/she has read the wording of these GTCs, the Privacy Policy, the Competition Statute and other relevant documents and rules that were made available to the Player in a timely and appropriate manner prior to registration, by registering, thereby confirming his/her will to be bound by their provisions. The Operator shall ensure that the Player is always informed in a timely and sufficient manner during the contractual relationship about the nature of all the Website Functions, prior to applying the Credit for their use.
15. If the use of the Website Function includes the obligation to apply the Credit in a certain amount, this amount shall be determined either by a specific value expressed in the Virtual Currency or the minimum and maximum value within which the Player is entitled to choose how much to pay for the Website Function; the characteristics of the Website Function as defined in its description available prior to entering the order to purchase it shall be determined by the amount of the price paid.
16. In relation to Investors, the Operator reserves the right to prolong the so called vesting period according to the Agreement concluded between the Investor and Operator.

#### **4. USE OF WEBSITE FUNCTIONS**

1. The Website Functions the use of which is the subject-matter of the Agreement will be provided to the Player in a virtual form via the Website. On the Website, the User will be granted access to the User Account which that allows access to the Website Functions and their use, as specified in these GTCs and their description.
2. If the Website Functions are used in violation of these GTCs or other contractual documents, including any form of misuse of the Website Functions or breach of the contractual obligations by the Player, the Operator shall become entitled to suspend the provision of the option to use the Website Functions. By his/her actions, the Player waives any financial compensation, in kind or in any other form, for the duration of the said suspension. The Operator may also unilaterally terminate the Agreement if by his/her actions, the Player breaches or fails to fulfil the provisions of these GTCs in any manner. However, this shall be without prejudice to the Operator's right to compensation of the damage incurred.

3. By concluding the Agreement, the User undertakes to use the Services and any Data provided as part of the performance of the Services exclusively for the his/her own needs. Own need means the use of the Services and Data in order to obtain information necessary for the User's business; the final relationship between the use of the Services and Data represents exclusively the direct relationship between the User and the Operator. Therefore, the User may not use the Services and Data, for example, for their further provision to third parties or for commercial use, or for the purposes of direct marketing or to collect them pursuant to this clause of the GTCs, etc.
4. The Player shall properly protect the login credentials for the Account from being disclosed and provided to a person other than a Party. The Operator shall not be liable for any misuse of the Account, which is mainly, but not exclusively, its use by an unauthorised person. Likewise, the Operator shall not be liable for any unauthorised use, misuse, interference or other unauthorised manipulation with the Virtual Currency Wallet that is managed by the Player.
5. The Player is entitled to use his Account as the only user interface on the Operator's Website, while it is strictly forbidden to use multiple Accounts and any kind of automation software like auto-clicker, macros, bots etc. especially but not exclusively for the purpose of preventing or in any way endangering fair play and participation of other Players. This also applies to Accounts of Players who do not participate in companions but use the functionality of the Website to generate Credit, as it is further specified in the Credit System document.

For these purposes, the Player is obliged to maintain the rule of one IP address per Account.

In the event that the Operator finds a violation of these GTC pursuant to this clause 4.5, he is entitled to cancel the Player's Accounts to the extent to which it violates this provision, while he is entitled to cancel all Accounts belonging to the Player without the Player's right to compensation of the Credit in the amount pursuant to the date of cancellation of the Accounts.

6. In relation to the Virtual Currency Wallet that is managed by the Operator, the Operator shall not be liable for such interference, unauthorised use, misuse or other unauthorised manipulation with the Virtual Currency Wallet by a third party if the Player contributed to the unauthorised interference by his/her intentional as well as unintentional actions.
7. In connection with the provision of the option to use the Website Functions, the Operator hereby assures the Player that it will not use any information regarding the manner in which the Player uses the Website Functions. The Operator guarantees complete discretion regarding the use of the Website Functions and confidentiality of all facts concerning the use of the Website Functions.
8. All Services are provided through remote access to the Operator's server that is enabled through the Website and the Player's User Account. These are therefore fully compatible accesses based on an Internet connection and the use of an Internet browser or relevant device.
9. The Player acknowledges that the Website and the Services, including, without limitation, databases, Data, methods of calculation of Data and source codes, functions, products, images, user interface, textual content, logo, designs contain intellectual property items and materials whose owner shall always be the Operator and that are protected by applicable intellectual property rights laws and other laws, including, without limitation, copyright laws.
10. The Player undertakes to use the intellectual property items or materials made available on the Operator's Website exclusively for the purpose of using the Website Functions in accordance with these GTCs and to the extent of their normal use. The Player undertakes to not copy, reproduce, modify, lend, rent, borrow, republish, sell, distribute, download the intellectual property items and materials or create any derivative works from them in any way and shall not use the Website and the Website Functions or any parts thereof subject to intellectual property protection in any unauthorised manner, including, without limitation, an unauthorised access, unauthorised automated downloads or congestion of the network capacity. Any use of the intellectual property items and materials, except for the use of the Website and the Service in accordance with these GTCs, shall require the prior written consent of the Operator.

11. The Player who uses the Website Functions based on the Agreement concluded in accordance with these GTCs does not acquire any licence rights, nor any other intellectual property rights to the Website, Services or other parts that are subject to intellectual property protection.
12. The Player shall therefore refrain from infringing on any intellectual property rights, including copyright laws, related to the creation of the Website, in particular its functions, trademarks, designs, pictorial components or software solution.
13. The Player may also not damage the operation and structure of the Website by circumventing or breaching the security measures, uploading files containing viruses or harmful programs, entering user accounts of third parties or performing unfair or unlawful acts violating laws or infringing on the rights of the Operator.
14. For any breach of the rules under this Article 4 of the GTCs, the Player shall pay the Operator a contractual penalty of 10,000 IOI tokens (in words: ten thousand IOI tokens), without prejudice to the Operator's right to compensation of the damage incurred and other claims arising in particular, without limitation, from the regulation regarding the intellectual property rights.

## **5. COMPLAINTS**

1. The Operator makes every effort to satisfy its customers – the Players. In order to achieve this goal, it offers the possibility of filing a Complaint.
2. The User has the right to claim liability for defects in the Website Functions used, in the form of a Complaint addressed to the Operator. Complaints must be in writing and sent by electronic means (e-mail) to the e-mail address [info@gorpo.co](mailto:info@gorpo.co).
3. The Player has the right to notify the Operator in a Complaint of a defect consisting, for example, in the unavailability of the Website Functions, their malfunction or manifest errors.
4. The Player should file a Complaint without undue delay, immediately after discovering the defect.
5. The Operator will usually resolve the Complaint within 7 (in words: seven) business days; in more complex cases within 30 (in words: thirty) days of the date of receipt of the Complaint. The Operator shall then inform the Player about the resolution of the Complaint.
6. The Complaint from the User to the Operator regarding any kind of purchase is valid 14 days from the date of purchase request.

## **6. NO LIABILITY**

1. The Operator strives to ensure continuous provision of the Website Functions and their uninterrupted availability. The Operator's servers meet the highest standards of security and serviceability to make them available whenever a Player needs them. However, the Operator shall not be liable for the failures in cases of objective and unavoidable technical obstacles or other facts that make it impossible for the Operator to perform. However, the Operator shall use its best efforts to promptly resolve any existing obstacles.
2. The Operator shall not be liable for any damage or harm suffered as a result of any interruption or termination of provision of the option to use the Website Functions. However, the Players who use the Virtual Currency Wallet managed by the Operator are entitled to the Credit in the amount that was credited to the Virtual Currency Wallet at the time of termination of operation.
3. If the Operator's operation is terminated, the Virtual Products purchased by the Player will be exchanged for the Credit in the amount they had at the time of termination of operation. The Operator shall have

the right to terminate its business and the operation of the Website or its part at any time and not to conclude any new Agreements with further Players.

4. The Operator shall not be liable for the accuracy of records, pictorial recordings, data, information, any documentation or any information entered by the Player on the Website or communicated or otherwise transmitted between the Players.
5. The Player acknowledges and agrees that the Operator is not liable for any errors or limitations in relation to the content of the Website. The Operator also disclaims any liability for any direct, indirect or consequential losses or damage incurred by any users of the Website as a result of any level of trust entrusted by users in the materials and information published on the Website.
6. Pursuant to clause 7.5 of the GTCs, the Operator draws attention in particular to the fact that any transfer of the Virtual Currency from/to the Virtual Currency Wallet is performed exclusively by the Player or a third party selected by the Player, except for the Credits credited in connection with the Use of the Website Functions and therefore the Operator is not liable for properly crediting or debiting the value from the Virtual Currency Wallet.
7. The Operator shall also be not liable and shall not compensate the Player for any damage incurred in connection with joining the game if the Player acted in violation of these GTCs and the Competition Statute, or if the failure in the Competition should and could have been anticipated by the Player based on the information provided by the Operator prior to joining the Competition.
8. In the case of the Players who have linked their Account with their own Virtual Currency Wallet, the Operator shall not be liable for the balance of the Credit or the value of the funds in this Virtual Currency Wallet. In this connection, the Player also acknowledges that the Operator is not responsible for any interference with, or unauthorised use of, such a Virtual Currency Wallet as it is fully and exclusively managed by the Player.

## **7. CHANGES TO THE GTCs**

The Operator reserves the right to change these GTCs at any time during the term of the Agreement. The Operator will announce the change to the GTCs through the Website or a notice via electronic communication. The Parties shall always be bound by the provisions of the GTCs as valid at the time of validity of the Agreement; this shall be without prejudice to the provision of paragraph 9.1(b) of these GTCs. If the Player does not express disagreement with the wording of the GTCs within 5 (in words: five) days of the notification of their change, these GTCs shall become effective also in relation to the valid Agreement.

## **8. RESCISSION OF AGREEMENT**

1. The Player may rescind his/her Account at any time and thus also withdraw from the contractual relationship. For these purposes, the Player shall deactivate his/her Account on the Website. If the Player uses a Virtual Currency Wallet managed by the Operator, the Player will be allowed to transfer the Credit in the Virtual Currency Wallet in accordance with clause 3.18 of the GTCs prior to deactivating the Account. The Account is deactivated and the contractual relationship is rescinded within 3 (in words: three) days of the settlement of obligations arising from the management of the Virtual Currency Wallet.
2. The Agreement can also be rescinded in the following ways:
  - a. withdrawal by the Operator for reasons pursuant to clause 7.1 of these GTCs,
  - b. withdrawal by the Player due to a change to the GTCs during the validity of the Agreement if the Player has expressed his/her disagreement with this change within 5 (in words: five) days of the

publication of the new wording of the GTCs; publication of the GTCs means delivery of the notification of the change to the GTCs by the Operator to the Player pursuant to Article 8 of the GTCs;

c. termination by the Operator with immediate effect due to the fact that by his/her actions, the Player in any manner breaches or fails to comply with the provisions of these GTCs, without the right to compensation for unused time period of use of the Services.

3. The Operator has the right to cancel the Account of the Player who has not logged in to this Account for at least 3 (in words: three) months, provided that the Player does not have any Credit, resp. its value does not exceed 10 (in words: ten) IOI NFT tokens. In this case, the Player is not entitled to a refund of these funds. In order to use the functionalities of the Operators Website, the Player will be obliged to register and create a new Account.

## **9. COMMUNICATION, NOTICES AND DELIVERY**

1. The Parties agree that in the case of delivery of mutual correspondence, delivery under these GTCs means delivery of a written content to the e-mail address [info@gorpo.co](mailto:info@gorpo.co).
2. The date of delivery also means the date on which a Party refuses to accept the document being delivered or the day of return of the parcel containing the words "*the addressee has not taken over the delivery within the take-over deadline*", "*the addressee has moved*", "*the addressee is unknown*" or any other note of similar meaning. In case of electronic delivery of documents by e-mail, a document shall be deemed to have been delivered on the day following the day on which it was dispatched. For the purposes of delivery by mail, the addresses of the Parties specified in the Agreement (Order) will be used, unless the addressee of the documents notified the dispatching Party of a new address or a new e-mail address for delivery of documents.

## **10. RESOLUTION OF DISPUTES AND JURISDICTION OF COURTS**

1. The Parties agree that any disputes arising in connection with the fulfilment of obligations under the Agreement will be preferably resolved out of court by negotiations or by mutual agreement. Should the Parties fail to resolve their disputes out of court, the Parties may resolve such disputes through the courts in accordance with the applicable laws of the Slovak Republic. The local jurisdiction of the court is given in accordance with Act No. 160/2015 Coll., the Code of Civil Contentious Procedure, as amended.
2. We accept suggestions or complaints by the Players at our e-mail address: [info@gorpo.co](mailto:info@gorpo.co).

## **11. FINAL PROVISIONS**

1. These GTCs shall become valid and effective on 1 March 2022.
2. If any provision of the GTCs becomes invalid, ineffective or unenforceable to a specified extent, the remaining provisions unaffected by this shall remain fully valid. In such a case, the Operator shall replace the provision with a valid, effective and enforceable provision that will differ to the smallest possible degree from the principles agreed in these GTCs, while preserving the economic and legal purpose and meaning of the replaced provision.



In Dubai, United Arab Emirates  
On 1 March 2022

QORPO STUDIO MARKETING MANAGEMENT.